

FILED  
MCLENNAN COUNTY  
6/15/2018 6:01 PM  
JON R. GIMBLE  
DISTRICT CLERK  
Ashley Snyder

CAUSE NO. 2018-2189-4

Aggregate Mining Process, LLC and	§	In The District Court
Reynolds Shipping LLC,	§	
Plaintiffs,	§	
§		
Vs.	§	McLennan County, Texas
§		
Frank Vezer, individually, Frank Vezer	§	
d/b/a Machine Repair International	§	
Canada, Ltd., Vezer Industrial	§	
Professionals, Inc., Vezer Industrial	§	
Professionals Canada, Ltd.,	§	
Defendants.	§	

170TH Judicial District

**PLAINTIFFS' ORIGINAL PETITION AND  
REQUEST FOR DISCLOSURE TO DEFENDANTS**

To The Honorable Judge Of Said Court:

Aggregate Mining Process, LLC ("AMP") and Reynolds Shipping LLC ("Reynolds") (collectively, "Plaintiffs") file this Original Petition in the above-captioned case, and would respectfully show the Court as follows:

**I.  
DISCOVERY CONTROL PLAN**

1. Plaintiffs intend to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3.

**II.  
PARTIES**

2. AMP is a Nevada limited liability company conducting business in the state of Texas, including McLennan County, Texas.

3. Reynolds is a Texas limited liability company conducting business in the state of Texas, including McLennan County, Texas.

4. Frank Vezer ("F. Vezer") is an individual residing in California. F. Vezer may be served at his place of residence at 2526 Mankas Corner Road, Fairfield, California 94534, or wherever he may be found.

5. Vezer Industrial Professionals, Inc. ("VIP") is a corporation organized under the laws of the State of California and conducts business in the state of Texas. VIP can be served at the address of its registered agent, CT Corporation System, located at 350 N. St. Paul Street, Suite 2900, Dallas, Texas 75201.

6. Vezer Industrial Professionals Canada, Ltd. ("VIP Canada") is a foreign company organized, upon information and belief, under the laws of British Columbia, Canada and conducts business in the state of Texas. Service is proper on VIP Canada's President, Frank Vezer at 2526 Mankas Corner Road, Fairfield, California 94534 and/or, upon information and belief, its registered agent for service.

### **III. JURISDICTION & VENUE**

7. This Court has jurisdiction over VIP, VIP Canada, and F. Vezer ("Defendants") because they have general and specific contacts with the State of Texas. Additionally, this Court has jurisdiction over this controversy because the relief sought in this Petition is within the jurisdictional limits of this Court.

8. Venue is proper in McLennan County, Texas because it is the county in which all or a substantial part of the events or omissions giving rise to the claim occurred.

### **IV. STATEMENT OF MONETARY RELIEF & ATTORNEYS' FEES**

9. Pursuant to Texas Rule of Civil Procedure 47(c), Plaintiffs seek monetary relief over \$1,000,000.00, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney's fees and judgment for all other relief to which it is entitled.

10. Plaintiffs have retained the undersigned law firm to represent it in this matter and have agreed to pay the firm a reasonable fee for services rendered. Plaintiffs are entitled to an award of reasonable fees pursuant to § 38.001 *et. seq.* of the Texas Civil Practice & Remedies Code and hereby sues Defendants for the recovery of all such sums incurred herein.

**V.  
FACTUAL BACKGROUND**

11. This case centers on a subcontract that ultimately required delivery of, and installation support for, various equipment to the Site C damn project ("Site C"). Site C is located near Fort St. John, British Columbia, Canada and is a project of British Columbia Hydro and Power Authority ("BC Hydro"). This case arises out of Defendants deliberate intent to steal Plaintiffs' vendors and funds from the inception of the aforementioned subcontract to present.

12. The contracts upon which the mentioned subcontract is based is as follows. Peace River Hydro Partners ("PRHP") contracted with BC Hydro for purposes of the Site C project. PRHP then contracted with VIP Canada to make improvements to the jaw and feeder and to increase the feed input capacity of the crusher plant at Site C.

13. On January 31, 2018, F. Vezer, on behalf of himself and/or VIP and VIP Canada, contracted with Plaintiffs (the "Parties") to design, manufacture, and deliver various equipment to Site C (the "Contract").

14. Despite Plaintiffs' work in satisfaction of the Contract and requests for payment, Defendants have failed and refused to make payment, and continue to fail and refuse to make payment, in breach of the Parties' Contract. Plaintiffs also have incurred damages for delay, caused by Defendants' breach. As a result of the occurrence described above, Plaintiffs now seeks damages, attorneys' fees, pre-judgment and post-judgment interest, and costs.

15. In addition, Defendants have interfered with Plaintiffs' contracts with its vendors. Plaintiffs' contracted with various vendors to fulfill its obligations under the Contract. From inception of the Contract, Defendants sought to gain information regarding Plaintiffs' production and manufacturing, in order to push Plaintiffs out and step in to create their own relationships with Plaintiffs' vendors. Plaintiffs' vendors were to be under the direction of, and paid by, Plaintiffs. Defendants interfered, and continue to interfere, with Plaintiffs' contracts with their vendors. As a result, Plaintiffs have incurred damages, in addition to damages for delay.

## VI. CAUSES OF ACTION AGAINST ALL DEFENDANTS

### A. Breach of Contract

16. Plaintiffs incorporate by reference all preceding paragraphs into this cause of action as if fully restated herein.

17. A contract existed between Plaintiffs and Defendants. Plaintiffs have fully performed under the contract. Defendants breached the contract by failing to pay all amounts due and owing, in addition to causing delay. Plaintiffs have fully performed under the contract. As a result of Defendants' breach of contract, Plaintiffs have suffered damages in an amount within the jurisdictional limit of this Court, for which they now sue. In addition, Plaintiffs are entitled to recover their attorneys' fees, expenses, pre-judgment interest and post-judgment interest.

#### **B. Tortious Interference**

18. Plaintiffs incorporate by reference all preceding paragraphs into this cause of action as if fully restated herein.

19. A contract existed between Plaintiffs and its vendors, subject to interference. Defendants willfully and intentionally interfered with Plaintiffs and their vendors' respective contracts. Defendants' tortious interference, proximately caused, and continues to cause, actual damage to Plaintiffs.

#### **C. Quantum Meruit**

20. Plaintiffs incorporate by reference all preceding paragraphs into this cause of action as if fully restated herein.

21. In the alternative, Plaintiffs pleads they are entitled to recover damages under the theory of quantum meruit. Plaintiffs designed, manufactured, and have delivered the equipment on behalf of Defendants. As a direct result, a benefit was conferred to Defendants because Defendants accepted the money due to Plaintiffs and have failed to provide payment to Plaintiffs. Plaintiffs reasonably expect payment for the

equipment it designed, manufactured, and delivered. As of the date of the filing of this Petition, payment for the just amount owed has not been tendered.

22. As a result of Defendants' failure to pay the claim, Plaintiffs have been required to retain legal counsel to prosecute this suit. Accordingly, Plaintiffs are entitled to the total amount of payment not tendered. In addition, Plaintiffs are entitled to recover their attorneys' fees, expenses, pre-judgment interest, and post-judgment interest.

**VII.  
CONDITIONS PRECEDENT**

23. All conditions precedent necessary for Plaintiffs to recover against Defendants have been performed, have occurred, or will occur as required by the Texas Rules of Civil Procedure.

**IX.  
DISCOVERY REQUESTS**

24. Pursuant to Texas Rule of Civil Procedure 194, Plaintiffs request that Defendants disclose, within 50 days of the service of this petition, the information and material described in Rule 194.2.

**X.  
JURY DEMAND**

25. Pursuant to Texas Rule of Civil Procedure 216, Plaintiffs formally make this demand and application for a jury trial in this litigation. A jury fee has been paid.

**PRAYER**

For these reasons, Plaintiffs Aggregate Mining Process, LLC and Reynolds Shipping LLC respectfully prays that the Court enter judgment that AMP and Reynolds

recover from Frank Vezer, individually, Frank Vezer d/b/a Machine Repair International Canada, Ltd., Vezer Industrial Professionals, Inc., Vezer Industrial Professionals Canada, Ltd. all of its damages, attorney's fees, pre-judgment and post-judgment interest, and costs of court; and that AMP and Reynolds have such other and further relief, at law or in equity, to which it may show itself just entitled.

Respectfully submitted,

**ADAMS AND REESE LLP**

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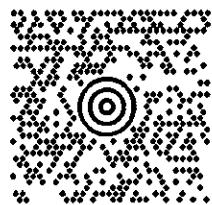
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**SHIP TO:**

BARBARA ALLEN  
7074358082  
VEZER INDUSTRIAL PROFESSIONALS, IN  
2526 MANKAS CORNER RD  
**FAIRFIELD CA 94534**



**CA 945 3-03**



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**UPS Tracking # :** 1ZX212780104327205

**Created By :** Rakeshkumar Sakhreliya

**Created On :** 06/27/2018 04:46 PM

**Recipient :**

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**Package Type :** Envelope

**Items shipped :** 1

Log #	Case #	Entity Name
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